

REMARKS

Claims 4, 9, 11, and 17 have been cancelled and new claims 21 and 22 have been added, thus, claims 1-3, 5-8, 10, 12-16, and 18-22 are all the claims pending in the application. Claims 1-3, 5-10, 12-16, and 18-20 stand rejected on prior art grounds. Applicants respectfully traverse the rejections based on the following discussion.

I. The Prior Art Rejections

Claims 1-3, 5-10, 12-16, and 18-20 stand rejected under 35 U.S.C. §102(e) as being anticipated by Marsh, et al. (U.S. Patent No. 6,681,106), hereinafter referred to as Marsh. Applicants respectfully traverse these rejections based on the following discussion.

The claimed invention provides a method of selecting from a plurality of modes of communication comprising evaluating a cost effectiveness of a mode of communication based on a first party's ability to communicate, and repeating the evaluating for a different mode of communication if the first party's ability does not match a mode of communication previously evaluated. The method implements a mode of communication when the first party's ability matches a mode of communication. In the rejection, the Office Action argues that Marsh discloses evaluating and implementing communication arrangements between a first party and a second party, wherein the communication arrangements comprise purchase order and billing communications between a purchasing corporation and a supplier. However, Marsh fails to teach evaluating different *modes* of communication; rather, Marsh only evaluates different formats of ONE mode of communication – wireless communication. Additionally, purchase orders and billing communications are not the substance of the communications between the first

party and the second party in Marsh; and, the first and second parties are not a purchasing corporation and a supplier. Rather, billing information is merely looked at to determine usage history and the first and second parties are the wireless caller and the party called by the wireless caller. Therefore, as explained in greater detail below, Applicants respectfully submit that the prior art of record does not teach or suggest the claimed invention.

The Office Action argues that Marsh discloses evaluating and implementing communication arrangements between a first party and a second party (Office Action, pp. 4-6). More specifically, the Office Action asserts that Marsh discloses analyzing wireless service usage of a given subscriber, determining whether or not that subscriber is on the optimal wireless service plan according to the particular subscriber's usage patterns (Office Action, p. 4, item (b)), and if changing plans if there is a more optimal plan (Office Action, p. 6, item (d)). Moreover, the Office Action asserts that Marsh discloses calculating the cost of each service plan package combination for the given user usage profile (Office Action, p. 5, item (b)(ii)); and, determining how much a service plan package saves against a current base service plan package cost (Office Action, p. 5, item (b)(iii)). The Office Action further asserts that Marsh discloses comparing a relative attractiveness of a service plan instance to the corresponding actual billed usage of the current service plan for the given time period (Office Action, p. 5, item (b)(iv)); measuring efficiency by calculating current plan costs/service plan instance estimated cost, wherein if the efficiency factor is greater than 1, then the service plan instance is more cost effective than the other plan (Office Action, p. 5, item (b)(iv)); and, repeating the logical steps of loading data, creating a calling profile, identifying optimal service plan options, making recommendations as

to the best service plan and options, in accordance with a predefined periodic basis (Office Action, p. 5, item (c)).

Thus, the Office Action asserts that Marsh discloses evaluating different "service plans" for wireless communication callers. However, Marsh fails to teach evaluating different *modes* of communication; rather, Marsh only evaluates different formats of ONE mode of communication – wireless communication.

Conversely, the claimed invention evaluates different modes of communication. Specifically, as described in paragraph 0017 of Applicants' disclosure, different modes of communication can include telephone, facsimile, e-mail, and/or an online communication arrangement whereby a party is provided access to another party's network for the limited purpose of receiving orders and submitting invoices.

Moreover, as described in paragraph 0018 of Applicants' disclosure, each mode of communication can comprise different formats. For example, each mode of communication can be automated or manual. An automated telephone ordering system can trigger a voice synthesized telephone call to the supplier during which the supplier can acknowledge receipt of the purchase order by responding with a specialized code. Additionally, the facsimile, e-mail and on-line communication systems can similarly operate in an automated fashion. Therefore, when the corporations automated planning systems determine that additional items are required, these items can be ordered directly without consuming time or resources of individual purchasing agents. In addition, each mode of communication can have a fixed document format that all suppliers must comply with. The fixed document format insures that appropriate information is communicated and that it is communicated consistently during every communication. Therefore,

embodiments of the invention can provide many types of telephone, many types of facsimile, many types of e-mail, and many types of on-line communication arrangements, where the only variation is the fixed document format.

Marsh evaluates different formats (i.e., different service plan packages) for only ONE mode of communication (i.e., wireless communication). Marsh does not evaluate other modes of communication, such as, for example, facsimile, e-mail, online communication, etc.

Therefore, it is Applicants' position that Marsh fails to teach the claimed features of "evaluating a ... mode of communication ... repeating said evaluating for a different mode of communication ...; and implementing a mode of communication when said first party's ability matches a mode of communication", as defined by independent claims 1 and 14; and "evaluating a ... standard mode of communication ... repeating said evaluating for a non-standard mode of communication ...; and implementing said non-standard mode of communication when said first party's ability matches said non-standard mode of communication", as defined by independent claim 8.

Furthermore, it is Applicants' position that Marsh fails to teach the claimed features "wherein said mode of communication comprises at least one of telephone, facsimile, e-mail, hard copy mail, and at least one on-line communication arrangement", as defined by independent claim 8 and dependent claim 22; and, "wherein said evaluating and said implementing of said mode of communication comprises evaluating and implementing at least one of telephone, facsimile, e-mail, hard copy mail, and at least one on-line communication arrangement", as defined by dependent claim 21.

In addition, the Office Action argues that Marsh discloses that communication arrangements comprise purchase order and billing communications between a purchasing corporation and a supplier. First of all, Marsh does not disclose that the substance of communication between the first and second party (i.e., the wireless caller and the parties called by the wireless caller) includes purchase order and billing communications. Rather, Marsh merely looks at billing information of the wireless caller to determine usage history (to determine the optimal wireless service plan).

Secondly, the communications in Marsh are between a wireless caller and parties called by the wireless caller. The communications are not between a purchasing corporation and a supplier. As discussed above, billing information is analyzed to determine usage history for a particular wireless communication service plan. However, the communications are not between the wireless subscriber and the wireless service provider.

Conversely, as described in paragraph 0008 of Applicants' disclosure, communication arrangements are items such as purchase orders and billing communications between a purchasing corporation and a supplier. The first party is, for example, the supplier and the second party is the purchasing corporation.

In Marsh, purchase orders and billing communications are not the substance of the communications between the first party and the second party. Billing information is looked at to determine usage history (to determine the optimal wireless service plan for the wireless subscriber); however, Marsh does not teach communicating billing information and purchase orders between the first and second parties. Moreover, the first and second parties are not a

purchasing corporation and a supplier; rather, the first and second parties are the wireless caller and the party called by the wireless caller.

Therefore, it is Applicants' position that Marsh fails to teach the claimed feature "wherein a substance of said mode of communication comprises at least one of purchase order and billing communications between a purchasing corporation and a supplier", as defined by independent claim 8, and dependent claims 2 and 15.

The Office Action also argues that Marsh teaches evaluating a cost effectiveness of a communication arrangement based on the first party's ability to communicate. However, as more fully discussed above, Marsh evaluates cost effectiveness based on a wireless subscriber's *usage patterns*. Marsh does not consider the subscriber's *ability to communicate*.

Conversely, the claimed invention evaluates a party's' ability to communicate. For example, does the party have the ability to receive and/or send purchase orders and billing communications via facsimile? via email? (See paragraphs 0022-0025 of Applicants' disclosure).

These factors are not considered in Marsh. Rather, Marsh only considers a wireless subscriber's usage patterns. Therefore, it is Applicants' position that Marsh fails to teach the claimed feature "evaluating a cost effectiveness of a mode of communication based on said first party's *ability to communicate*", as defined by independent claims 1 and 14; or, "evaluating a cost effectiveness of a standard mode of communication based on said first party's *ability to communicate*", as defined by independent claim 8 (emphasis added).

Therefore, it is Applicants' position that Marsh does not teach or suggest many features defined by independent claims 1, 8, and 14 and that such claims are patentable over the prior art

of record. Further, it is Applicants' position that dependent claims 2-3, 5-7, 10, 12-13, 15-16, and 18-22 are similarly patentable, not only because of their dependency from a patentable independent claims, but also because of the additional features of the invention they defined. In view of the foregoing, the Examiner is respectfully requested to reconsider and withdraw the rejections.

II. Formal Matters and Conclusion

With respect to the rejections to the claims, the claims have been amended, above, to overcome these rejections. In view of the foregoing, the Examiner is respectfully requested to reconsider and withdraw the rejections to the claims.

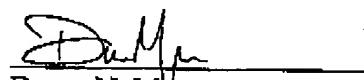
In view of the foregoing, Applicants submit that claims 1-3, 5-8, 10, 12-16, and 18-22, all the claims presently pending in the application, are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to

discuss any other changes deemed necessary. Please charge any deficiencies and credit any overpayments to Attorney's Deposit Account Number 50-0510.

Respectfully submitted,

Dated: 6/30/06



Duane N. Moore
Registration No. 53,352

Gibb I.P. Law Firm, LLC
2568-A Riva Road, Suite 304
Annapolis, MD 21401
Voice: (410) 573-6501
Fax: (301) 261-8825
Customer Number: 29154